

Remarks

Reconsideration of the present application is respectfully requested.

Claims 1, 3-10, and 12-18 are rejected under §112, second paragraph, as indefinite. Applicants have cancelled herein claims 1-9, and submitted new claims 25-30. In view of the cancellation of claims 1-9, the rejection thereof under §112 is moot. The language specifically considered objectionable by the Examiner does not appear in the newly submitted claims. As for the remaining claims rejected under §112, claims 10 and 12-18, Applicants have submitted herewith an amendment deemed to overcome any issues raised by the Examiner as to indefiniteness. In particular, claim 10 has been amended to recite that the tube is a “radially expandable” tube, obviating any issues as to whether the claimed feature is intended to be a structural or functional limitation, although no admission is made thereby. Although Applicants disagree with the §112 rejections, the offending language has been replaced with previously examined similar language that was apparently acceptable. Moreover, Applicants have amended the latter portion of claim 10 to recite that the tube is adapted to form a seal between the first and second bores in response to fluid pressure within the hollow bore of the tube. Applicants explained at length in the previous Office Action response, dated May 2, 2005, that the previously cited art did not teach a seal which is “radially expanded.” To resolve the §112 issues expeditiously, claim 10 has been amended to characterize the seal slightly differently, i.e. as a “radially expandable” seal; however, the previously cited art remains inapplicable for reasons similar to those already expressed. Accordingly, all the §112 issues are believed resolved, and withdrawal of the rejections is respectfully requested.

Claims 1, 3, 4, 7, 8, 9, 19, 22 and 23 are rejected under §102(b) based on Stout. As noted above, claims 1-9 are cancelled, leaving claims 19, 22 and 23 at issue under this rejection. The rejection of claim 19 is traversed, because the Examiner has interpreted Applicants’ claims in a manner contrary to the plain language of the claim. While the Examiner points to first and second mating parts and a supposed tube in Stout, the Examiner has failed to identify first and second mating parts “abutting” one another, apparently either through oversight or misinterpretation of that term. Claim 19 is directed to a method of sealing first and second abutting mating parts, a process not taught or

suggested by Stout. Webster's Ninth New Collegiate Dictionary 1983, defines "abut" as follows:

1. to touch along a border or with a projecting part
2. a: to terminate at a point of contact; b: to lean for support
3. to border on; TOUCH.

Applicants concede that Stout might be understood as teaching mating parts and a seal, however, the parts clearly do not abut one another within any of the above definitions, or any other reasonable interpretation of the term. Rather, in Stout the parts are coupled together via pins 21, but do not actually touch one another. Thus, Stout does not teach abutting mating parts. This interpretation of the term "abutting" is consistent with Applicants' specification. Applicants' Figure 1 plainly shows the cartridge valve assembly 22 and the injector body portion 42 adjacent, touching, and abutting. It is unfair to assign a meaning to Applicants' claim language that is contrary to its plain meaning. When the claims are read consistent with Applicants' specification, and consistent with how one with ordinary skill would interpret that term, Stout cannot be understood as teaching all the limitations set forth therein. There should be no dispute that the MPEP and relevant case law require that a proper §102(b) reference teach every limitation of the claim.

While Applicants maintain that the Examiner has improperly read the claims on Stout, to avoid further misinterpretation, claim 19 has been amended to emphasize the relationship between the parts via a separate method step and have explicitly emphasized in the claim itself that the parts are in contact. Namely, claim 19 now sets forth a step of positioning the parts in abutting contact with one another. Stout cannot be understood as teaching this limitation, for reasons discussed above, and withdrawal of the rejection to claim 19 and the claims dependent thereto is therefore respectfully requested.

With respect to claims 10, 12-18 and 21, the Examiner does not appear to have applied the cited art to the claims. The Examiner has not commented on claims 10 and 12-18, other than to issue the above §112 rejection, and the Examiner has not articulated any reason at all for rejecting claim 21. Applicants thus respectfully, but earnestly request that the Examiner either indicate the allowability of claims 10, 12-18 and 21 or set forth grounds for their rejection in a non-final office action.

Applicants have also submitted herewith new claims 25-30. Claim 25 is directed to a method of sealing a fluid passage connecting a first mating part and a second mating part of a fuel injector assembly. Claim 25 also recites the steps of positioning a first mating part to abut a second mating part, and positioning a tube to connect first and second bores of the parts, similar to claim 19. Initially, Stout has nothing to do with a fuel injector assembly at all, and thus could not serve as a proper §102(b) reference with respect to claim 25. In addition, Stout is inapplicable for reasons similar to those expressed above with respect to claim 19, and reference is specifically made thereto.

Claim 26 depends from claim 25 and is somewhat similar to claims 21 and 22 in that it requires the steps of clearance fitting the tube into one bore, and press fitting the tube into the other bore. None of the art cited by the Examiner teaches the claimed steps of providing the dissimilar coupling of the tube with the two mating parts. There should be no dispute that "press fitting" has a well settled meaning in the art that is not shown in the cited references.

Claim 27 depends from claim 26 and further defines the step of positioning the seal to require completely encompassing a metallic tube having a smooth outer finish within the first and second bores. Antecedent basis for this newly added limitation having to do with a "metallic tube" may be found, for example, at paragraph 19 of Applicants' disclosure, whereas the smoother outer finish of the tube is similar to subject matter set forth in original claim 8. Stout teaches only a rubber tube, and teaches nothing about surface finish. Claim 27 further recites the step of introducing pressurized fluid of at least about 20,000 PSI. There is no teaching in any of the cited art of providing pressurized fluid having such a pressure into the bore of the tube. Moreover, it would go far beyond routine skill, assuming it were even possible, in the art if one were to attempt to adapt the rubber water pipe apparatus of Stout to a system capable of sealing in a fuel injector apparatus, particularly one subjected to such high pressures.

Claim 28 depends from claim 25 and further defines certain of the steps set forth therein. In particular, the step of positioning the first and second mating parts is further defined to include positioning a first mating part with a spill valve to abut a second mating part with a fuel pressurization plunger. The step of positioning the tube is further defined as positioning a tube partially within a first portion of a fuel spill passage and

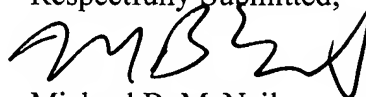
partially within a second portion of a fuel spill passage. The spill passage is shown as passage 28 in Figure 1. There is no teaching or suggestion of such a method in Stout, or in any of the other references of record.

Claim 29 depends from claim 28 and further defines the step of introducing pressurized fluid to comprise a step of pressurizing a fuel at least in part via the fuel pressurization plunger of the second mating part. Thus, the pressurized fluid used to radially expand the seal may be pressurized at least in part by the fuel pressurization plunger 16 shown in Applicants' Figure 1. No reference of record teaches forming a seal via the action of a fuel pressurization plunger as required by claim 29.

Claim 30 depends from claim 29, and further defines the step of radially expanding the seal to comprise permanently radially expanding the seal. Antecedent basis for the newly added subject matter may be found, for example, in paragraph 19 of Applicants' disclosure. The rubber seal of Stout clearly would not meet this limitation.

Applicant believes that the present amendments and accompanying remarks adequately distinguish Applicant's claims over the art of record, and allowance is respectfully solicited. However, if the Examiner believes that some minor additional clarification would put this application in even better condition for allowance, the Examiner is invited to contact the undersigned attorney at (812) 333-5355 in order to hasten the prosecution of this application.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'MBM', with a stylized flourish at the end.

Michael B. McNeil

Reg. No. 35,949